

NO TRANSFER
TAX PAIDWARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT I, MARGUERITE S. VIGUE
f/k/a MARGARET S. VIGUE, of Waterville, County of Kennebec and State of
Maine, 017695

47-151

In Consideration of ONE DOLLAR (\$1.00) and other valuable considerations,
paid by ANN V. CONN of San Diego in the State of California, whose mailing
address is 5 340 Alta Bahia Court, San Diego, CA 92109 and RICHARD L.
VIGUE, of Manchester, County of Kennebec, and State of Maine, whose address
is 1 Sylvan Court, Manchester, ME 04351

the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell
and convey WITH WARRANTY COVENANTS, to ANN V. CONN and RICHARD
L. VIGUE, as joint tenants and not as tenants in common, their heirs and
assigns, forever,

A certain lot or parcel of land, with the buildings thereon, situated
on Averill Terrace in WATERVILLE, County of Kennebec and State
of Maine and bounded and described as follows, to wit:

Being lot numbered Thirty-five (35) on plan entitled "Portion of
Mount Merici Heights, Waterville, Maine", dated November 3, 1953,
and recorded in Kennebec Registry of Deeds, Plan Book 17B, Page
162, to which plan reference is hereby made for further description,
location, and dimensions of the lot hereby conveyed.

Subject, however, to the following restrictions numbered from I to IX
inclusive which will be binding upon the said grantees and all
persons claiming or holding under or through said grantees, for a
period extending to January 1, 1975 and which, until said date,
shall be deemed as covenants running with the title to said land.

SECTION I. That said land shall be used only for residential
purposes and not more than one residence and the outbuildings
thereof, such as a garage, shall be allowed to occupy said land or
any part thereof, at any one time nor shall said lot be subdivided or
so sold or leased in parcels, nor shall any building at any time
situate on said land be used for business or manufacturing
purposes; that no outbuildings shall be occupied as a residence
prior to the construction of the main building.

SECTION II. That no house for more than one family shall be built
upon said land and that no dwelling house costing less than seven
thousand (\$7,000.00) dollars shall be built upon the lots; and that

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no house shall be erected or placed on any part of said land nearer to the street line than twenty-five (25) feet;

SECTION III. That all other buildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house, in which event it shall not be nearer any side street than twenty-five (25) feet;

SECTION IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon.

SECTION V. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots;

SECTION VI. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot or in any buildings thereon.

SECTION VII. That if the owner of two or more contiguous lots desires to improve said lots as one lot that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be constructed as applying to a single lot.

SECTION VIII. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyances affixed to and running with the land; and applicable to lots numbered 20 to 36, both inclusive, 69 to 70, 46 to 47, 56 to 57, and 61 to 67, both inclusive, on plan of said Mount Merici Heights, and for a violation of the terms thereof, or any of them by the said grantees herein named, or any person holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to the grantor, her heirs and assigns, or the owner of any of the above numbered lots to proceed at law or in equity to compel compliance with the terms thereof. The Grantor herein does not hold herself responsible for the enforcement of the foregoing restrictions.

SECTION IX. That no house or other building shall be erected or placed upon said land nearer to the lines of said land than five (5) feet. This section shall not in any way affect the restrictions contained in Sections II and III hereinabove set forth.

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Being the same premises conveyed to the herein Grantor, Marguerite S. Vigue f/k/a Margaret S. Vigue and Lawrence A. Vigue as joint tenants by Warranty Deed of Ursuline Vice-Provincialate Franco-American Vice-Province, dated November 16th, 1953 and recorded in the Kennebec County Registry of Deeds at Book 945 Page 364. The said Lawrence A. Vigue died June 13, 2001 and the said Marguerite S. Vigue acquired the property by survivorship.

Reference is also made to a **LIFE LEASE** between the Grantor and Grantees dated concurrently herewith and to be concurrently recorded herewith.

IN WITNESS WHEREOF, I, the said MARGUERITE S. VIGUE, have hereunto set our hands and seals this 25th day of June, 2001.

Signed, Sealed and Delivered
in the presence of:

Celeste M. Harris
Witness

Marguerite S. Vigue
MARGUERITE S. VIGUE

ACKNOWLEDGEMENT

STATE OF MAINE
Kennebec, ss.

June 25, 2001

Personally appeared the above named **MARGUERITE S. VIGUE** and acknowledged the foregoing instrument to be her free act and deed.

Before me,



Celeste M. Harris
NOTARY PUBLIC
CELESTE M. HARRIS
NOTARY PUBLIC - MAINE
MY COMMISSION EXPIRES 05/31/2005
(print name)

re.deeds.VIGUE, M. to CONN & VIGUE DEED

RECEIVED KENNEBEC SS.

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ATTEST: Harold B. Mearns
REGISTER OF DEEDS